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vocation offered by words of infamy or reproach. *Mawgridge's Case*, 17 Cobbett's St. Tr. 57. Words, which, in contradistinction to abusive epithets, are a mere vehicle to convey intelligence of the fact which actuates the crime, were not included in the original rule. So where the homicide of the husband is reduced by his having come upon his wife in the adulterous act, her confession of misconduct is recognized as having the same effect. See *Reg. v. Rothwell*, 12 Cox C. C. 145; *Rex v. Jones*, 72 J. P. 215. It is submitted that this should not be arbitrarily restricted to the case of a wife, but that where the killing immediately follows the discovery of a fiancée in such an act, or her confession of it, the jury should be permitted to find an absence of malice aforethought. The result which the court achieves can only be explained as a blind application of the rule of thumb that words in themselves are not sufficient provocation.

HUSBAND AND WIFE — RIGHTS AND LIABILITIES OF WIFE AS TO THIRD PARTIES — ALIENATION OF AFFECTION — NECESSITY OF MALICE. — The plaintiff's husband was induced to leave her, as a result of advice given to him by the defendant. The court below refused to instruct the jury that the wife need not prove malice on the part of the defendant in order to recover. *Held*, that the refusal was correct. *Geronimi v. Brunelle*, 102 N. E. 67 (Mass.).

Most jurisdictions now extend to a wife the protection which has always been afforded a husband in the analogous case, holding that she has a property right in the *consortium* of her spouse, for the deprivation of which she may bring suit under the married women's enabling acts. *Foot v. Card*, 58 Conn. 1, 18 Atl. 1027; *Warren v. Warren*, 89 Mich. 123, 50 N. W. 842. The intervention of the husband's voluntary act does not break the causation, for a result intended by the defendant cannot be considered remote. *Lumley v. Gye*, 2 E. & B. 216; *Angle v. Chicago, St. Paul, Minn., & Omaha Ry. Co.*, 151 U. S. 1. A *prima facie* case thus having been made against him an affirmative justification is required of the defendant. *Mogul Steamship Co. v. McGregor*, 23 Q. B. D. 598; *Walker v. Cronin*, 107 Mass. 555. Such justification has been universally predicated upon the affection which binds a parent and child or upon the duties of a guardian to his ward. *Huling v. Huling*, 32 Ill. App. 519; *Tucker v. Tucker*, 74 Miss. 93, 19 So. 955. But in the principal case there is no relationship upon which such a justification can be based. A true analysis of cases of this character shows that malice or motive becomes important only where there is a justification to be negatived. *Williams v. Williams*, 20 Col. 51, 37 Pac. 614; *Gerner v. Gerner*, 185 Pa. 233. However, the principal case seems to stand for the novel proposition that good motive in itself justifies a *prima facie* wrong, which has been repudiated in the analogous case of procuring the breach of a contractual right. *S. W. Miners' Federation v. Glamorgan Coal Co.*, L. R. (1905) A. C. 239. There seems to be no logical reason for distinguishing the two wrongs so as to make such a fundamental difference in the nature of the defenses allowed.

ILLEGAL CONTRACTS — CONTRACTS SUPPORTED BY AN ILLEGAL OR IMMORAL CONSIDERATION — CESSATION OF ILLICIT COHABITATION — The plaintiff, having lived in illicit cohabitation with the defendant, agreed under seal to pay over to him certain money. This seems to have been in return for the defendant's promise to marry her. The defendant refused to marry her, and the plaintiff seeks to have the agreement to pay the money cancelled. *Held*, that cancellation will not be decreed, the contract being void. *Pepperas v. Le Duc*, 24 O. W. R. 563, 4 O. W. N. 1208.

Where future illicit cohabitation is the consideration for a contract, such is void as against public policy. *Potter v. Gracie*, 58 Ala. 303. But a promise made during illicit cohabitation is not necessarily tainted. *McGuitty v. Wilhite*,